

ZB# 98-12

**Oakwood Terrace
(Gerald Kreisberg)**

44-1-37

Helin.

#9812-Kneisberg, Gerald
Oakwood Gardens -

5' fence -
48-14-C(1)[1]
44-1-37.

April 13, 1998
Notice to Gen. and on 4/23/98
Photo. Dead ✓
Title kept here - deep pad

Public Hearing:

May 11, 1998:
Area Variance
Approved.

Refund: \$198.50

DATE <u>Nov 28 1998</u>		RECEIPT <u>297677</u>	
RECEIVED FROM <u>Oakwood Terrace Housing Corp</u>			
Address <u>Town of Oakwood</u>			
TAXES <u>00/00</u>		DOLLARS \$ <u>50.00</u>	
P. <u>28A + 98 12</u>			
ACCOUNT		HOW PAID	
BRINKING		CASH	<u>029894</u>
AMOUNT		CHECK	<u>50.00</u>
PAID		MONEY	
BALANCE		ORDER	
DUE		TOWN OF OAKWOOD	
D. <u>Dorothy N. Hanger</u>			



APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Kneisberg, G.

FILE# 98-12.

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☒ -

USE _____

APPLICATION FOR VARIANCE FEE \$ 50.00

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 4/13/98 - 4 \$ 18.00
2ND PRELIMINARY- PER PAGE 5/11/98 - 3 \$ 13.50
3RD PRELIMINARY- PER PAGE \$ _____
PUBLIC HEARING - PER PAGE \$ _____
PUBLIC HEARING (CONT'D) PER PAGE \$ _____

TOTAL \$ 31.50

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: 4/13/98 \$ 35.00
2ND PRELIM. 5/11/98 \$ 35.00
3RD PRELIM. \$ _____
PUBLIC HEARING \$ _____
PUBLIC HEARING (CONT'D) \$ _____

TOTAL \$ 70.00

MISC. CHARGES:

..... \$ _____
TOTAL \$ 101.50

LESS ESCROW DEPOSIT \$ 300.00
(ADDL. CHARGES DUE) \$ _____
REFUND DUE TO APPLICANT. \$ 128.50

*paid ct #9294
4/27/98
paid ct. 9295
4/27/98.*

Date 6/5, 1998

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Oakwood Terrace Housing Corp. DR.
207 Lake Drive
Newburgh, N.Y. 12550-5290

[illegible]

Vendor No / Name: TWN33 / Town of New Windsor

Invoice	Reference	Inv Date	Inv Amt	Amt Paid	Discount	Adj Amt	Net Amt
VARIANCE APPL FEE		04/15/98	50.00	50.00	0.00	0.00	50.00
Check Date = 04/15/98						Check Total =	50.00

FOR SECURITY PURPOSES, THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING

9294

OAKWOOD TERRACE HOUSING CORP.207 LAKE DR.
NEWBURGH, NY 12550-5190Manufacturers and Traders Trust Company
Hudson Valley Division
Newburgh Office

NUMBER

10-4/220

***Fifty & 0/100 Dollars

DATE

AMOUNT

04/15/98

*****50.00

PAY
TO THE
ORDER
OFTown of New Windsor
555 Union Avenue
New Windsor, NY 12553

OAKWOOD TERRACE HOUSING CORP.

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈009294⑈ ⑆022000046⑆ 11000023031529⑈

OAKWOOD TERRACE HOUSING CORP.

9294

9295

Vendor No / Name: TWN33 / Town of New Windsor

Invoice	Reference	Inv Date	Inv Amt	Amt Paid	Discount	Adj Amt	Net Amt
ESCROW	VARIANCE	04/15/98	300.00	300.00	0.00	0.00	300.00
Check Date = 04/15/98							Check Total = 300.00

FOR SECURITY PURPOSES THE BORDER OF THIS DOCUMENT CONTAINS MICROPRINTING

OAKWOOD TERRACE HOUSING CORP.
207 LAKE DR.
NEWBURGH, NY 12550-5290



Manufacturers and Traders Trust Company
Hudson Valley Division
Newburgh Office

9295

NUMBER

10-4/220

***Three Hundred & 0/100 Dollars

DATE

AMOUNT

04/15/98

****300.00

PAY
TO THE
ORDER
OF

OAKWOOD TERRACE HOUSING CORP.

Town of New Windsor
555 Union Avenue
New Windsor, NY 12553

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈009295⑈ ⑆022000046⑆ 11000023031529⑈

OAKWOOD TERRACE HOUSING CORP.

9295

In the Matter of the Application of

OAKWOOD TERRACE HOUSING CORP.

MEMORANDUM OF
DECISION GRANTING
AREA VARIANCE

#98-12.

WHEREAS, OAKWOOD TERRACE HOUSING CORP., a corporation having its principal office at Route 94, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for a 1 ft. maximum structure height variance to construct a 6 ft. fence in variation of Section 48-14C(1) of the Supplemental Yard Regulations (structure between principal building and street) located off Route 94 in an R-5 zone; and

WHEREAS, a public hearing was held on the 11th day of May, 1998 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Gerald Kreisberg of the Board of Managers appeared before the Board on his own behalf for the Applicant; and

WHEREAS, one spectator appearing at the public hearing, who had a question but no objection; and

WHEREAS, no one spoke in favor of or in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.
2. The evidence presented by the Applicant showed that:
 - (a) The property is a co-operative, multi-family apartment dwelling in an R-5 zone.
 - (b) Although the building is in an R-5 zone, it is immediately adjacent to significant commercial development.
 - (c) A large portion of the parking available to tenants/owners in the Oakwood Terrace

Housing Development is unavailable because vandals have shot out the windshields or rear windows of automobiles parked in certain of the parking places. The Applicant seeks to place a fence to protect those parking places against such vandalism which has apparently been done by air gun or similar means.

(d) The proposed fence will not change any flow of water or create any kind of drainage hazard.

(e) The proposed fence is not on top of any water or sewer easements.

(f) If the fence is allowed, the Applicant will be removing no trees.

(g) The proposed fence is located in such a place that it will not interfere with sight lines of or the travel of adjacent motorists.

(h) There is a grass strip between the parking lot and the proposed fence which would allow a set back.

(i) There is no other feasible way to protect the available parking, and is the minimum size and shape that will afford that protection.

(j) The fence will be constructed in such a manner as to be attractive and consistent with the neighborhood, being a cedar fence.

(k) Without construction of this fence, the housing facility will lose a significant amount of parking.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variance requested is not substantial in relation to the Town regulations.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for a 1 ft. maximum structure height variance to construct a 6 ft. fence in variation of Section 48-14C(1) of the Supplemental Yard Regulations in an R-5 zone as sought by the Applicants in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: June 22, 1998.

/s/ Lawrence Torley
Chairman

Date 5/6/98, 19...

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550

DATE			CLAIMED	ALLOWED
5/1/98		Zoning Board Mtg	76.00	
		Misc - 2		
		Brpex - 9		
		Waller - 3		
		Mid-Valley Oil - 3		
		Oakwood Terrace - 3 13.50.		
		Coloni - 3		
		Ciccione - 4		
		Beddings - 4	139.50	
		<u>31</u>		
			214.50	

PUBLIC HEARINGS:

OAKWOOD TERRACE HOUSING

Gerald Kreisberg appeared before the board for this proposal.

MR. NUGENT: Request for 1 ft. maximum structure height to construct a 6 ft. fence in variation of Section 48-14C(1) of the supplemental Yard Regulations (structure between principal building and street) located off Route 94 in an R-5 zone.

MS. BARNHART: 72 letters went out on April 29 notifying adjacent property owners of the hearing.

MR. KRIEGER: And the record should reflect that no one has expressed an interest in speaking on this.

MS. CHERYL SPECHT: Veronica Frost and I got letters but we're not opposing this.

MR. NUGENT: Any questions by the board?

MR. KANE: As I remember, you're putting up the 6 foot fence for the security purposes because you had some vandalism?

MR. KREISBERG: Vandals have used an air gun of some kind to shoot out the windshields or rear windows, whichever way the cars are parked of all of those cars parked alongside of Oakwood Terrace and we're just putting it up for that reason.

MR. KANE: You're not changing any water flows or creating any type of drainage hazard?

MR. KREISBERG: Absolutely not.

MR. KRIEGER: It's not on over top of any water or sewer easements?

MR. KREISBERG: No, it's not.

MR. KANE: Not taking down any trees?

MR. KREISBERG: No.

MR. TORLEY: Not interfering with sight lines for traffic?

MR. KREISBERG: That's correct.

MR. KRIEGER: This is on the portion of the parking lot between the parking lot and that little piece of roadway that is Oakwood Terrace.

MR. KREISBERG: Right, there's a grass strip between the parking lot and Oakwood Terrace.

MR. KRIEGER: Across the street is the side of the strip mall?

MR. KREISBERG: Strip mall and then vacant land for the rest of the length of Oakwood Terrace and this fence will go sort of down the middle of the grass strip that is between the parking lot pavement and Oakwood Terrace.

MR. KRIEGER: So anybody traveling on Oakwood Terrace it would prevent them from looking into the parking lot but not interfere with their driving?

MR. KREISBERG: They would look over the fence and see the tops of the buildings, but that is correct, the 6 foot height is to protect the full height of the cars. We tried it with a fence at a five foot height and that doesn't work.

MR. KANE: Even though this is a self-created situation, you feel it's necessary for the safety of the vehicles?

MR. KREISBERG: I went passed Oakwood on my way here this evening, the lot is almost entirely filled except for 20, 25 spots right in front of, right alongside of Oakwood Terrace, the people, you know, at any one evening that these kids decide to do that, they blow out four or five cars and it's several hundred dollars.

MR. REIS: These people gun shy or something like that?

MR. KREISBERG: I don't know if they are gun shy but they are glass shy and that is what it is and so--

MR. TORLEY: The type of fence you're putting up is a?

MR. KREISBERG: It's a cedar fence, I brought a photograph the other day it will be the exact same thing, it's a cedar fence sort of little scale open on the top.

MR. TORLEY: So just for the record, you're not putting up just a plain chain link fence?

MR. KREISBERG: That wouldn't do us any good, no, it has to be solid but it's a cedar fence, this exact cedar fence.

MR. KRIEGER: And it's, you feel that that is the minimum fence that is necessary in order to do the job?

MR. KREISBERG: Unfortunately, yes, we can't get a full protection on the 6 foot.

MR. KANE: Mr. Chairman, entertain a motion?

MR. NUGENT: Yes.

MR. KANE: Move we approve the requested variance by Oakwood Terrace housing located off Route 94.

MR. REIS: Second it.

ROLL CALL

MR. REIS	AYE
MR. TORLEY	AYE
MR. KANE	AYE
MR. NUGENT	AYE

OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

Prelim.
Apr. 13, 1998.
#98-12

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: 3/12/98

APPLICANT: Oakwood Gardens
C.O. Gerald Kreisberg
~~207 Lake Road~~ Rt. 94.
Newburgh, New York 12553

562-5090

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE: 3/12/98

FOR : To construction a 5' stockade fence.

LOCATED AT: ~~Lake Road~~ Rt. 94.

ZONE: R-5

DESCRIPTION OF EXISTING SITE: 44-1-37

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Proposed 5' fence will exceed maximum allowed height when installed between principal building and the street which it fronts.

Vandalism

Det. 6
#39 Street.


BUILDING INSPECTOR

PERMITTED

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-5 USE: 48-14-C-1 [1]

MIN. LOT AREA:

MIN LOT WIDTH:

REQ'D.. FRONT YD:

REQ'D. SIDE YD:

REQD. TOTAL SIDE YD:

REQ'D REAR YD:

REQ'D FRONTAGE:

MAX. HT.: 4'

6'

2'

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

cc: Z.B.A., APPLICANT, FILE ,W/ ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS

IMPORTANT

YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be re-inspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floor and under slab plumbing.
4. When framing is completed and before it is covered from inside and plumbing rough-in.
5. Insulation.
6. Plumbing final and final. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Permit number must be called in with each inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permit must be obtained along with building permit for new houses.
12. Septic permit must be submitted with engineer's drawing and per test.
13. Road opening permit must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

RECEIVED

MAR 10 1998

BUILDING DEPARTMENT

PLEASE PRINT CLEARLY

FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises OAKWOOD GARDENS CONDOMINIUMS

Address OAKWOOD RD. Phone _____

Mailing Address _____

Name of Architect _____

Address _____ Phone _____

Name of Contractor B&S Fencing Contr. Inc.

Address 1146 Ave Newburg Phone 5640690

State whether applicant is owner, lessee, agent, architect, engineer or builder (builder)

If applicant is a corporation, signature of duly authorized officer.

David H. Grew, Jr.

FOR OFFICE USE ONLY

Building Permit # _____

(Name and title of corporate officer)

562-5090
JERALD KRIESBERG
207 LAKE DR S
Newburgh NY

1. On what street is property located? On the _____ side of _____
(N, S, E or W)
and _____ feet from the intersection of _____
2. Zone or use district in which premises are situated _____ Is property a flood zone? Y _____ N _____
3. Tax Map Description: Section 44 Block 1 Lot 37
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
 - a. Existing use and occupancy _____
 - b. Intended use and occupancy _____
5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☐
6. Is this a corner lot? _____ 5' STOCKADE FENCE
7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____
8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____
 Number of bedrooms _____ Baths _____ Toilets _____
 Heating Plant Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
 If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____
10. Estimated cost _____ Fee — On —
(To be Paid on this Application)
11. School District _____

Care for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

1 / 19
APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors: Frank Lisi,
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(914) 564-4618 563-4618
(914) 563-4693 FAX

Eldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____

REFER TO:

Planning Board ☐ Highway Dept ☐ Sewer ☐ Water ☐ Zoning Board of Appeals ☐

INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.


(Signature of Applicant)


(Address of Applicant)

PLOT PLAN

clarity and discreancy on the zoning.

N

W

OAKWOOD Complex

Parking lot

XXXXXXXXXXXX

OAKWOOD Dr

Proposed 5' High Cedar
Split Rail Wood Fence

E

12 ft

94

4 feet

only

S

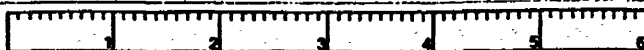
Get Zoning

-

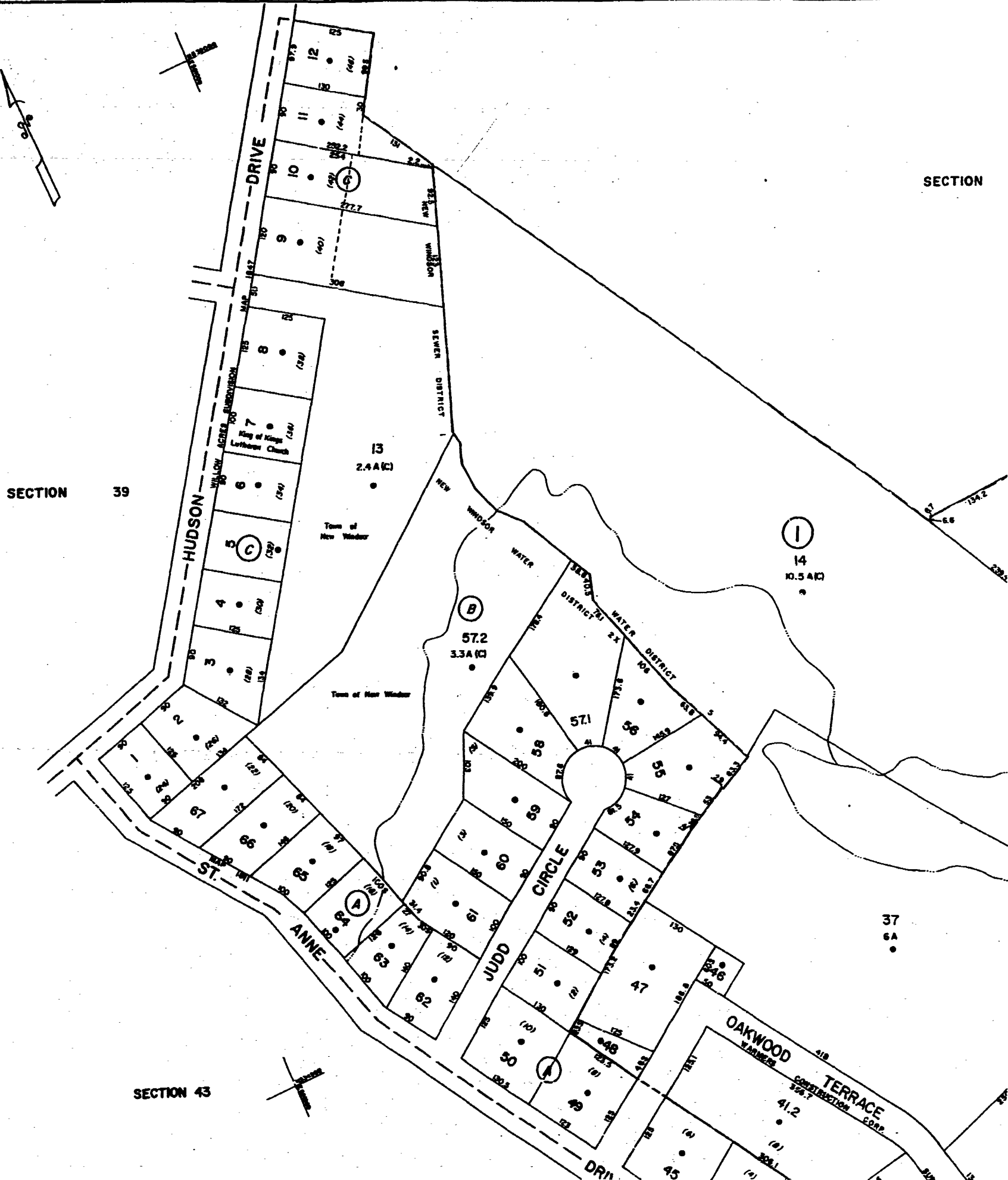
10

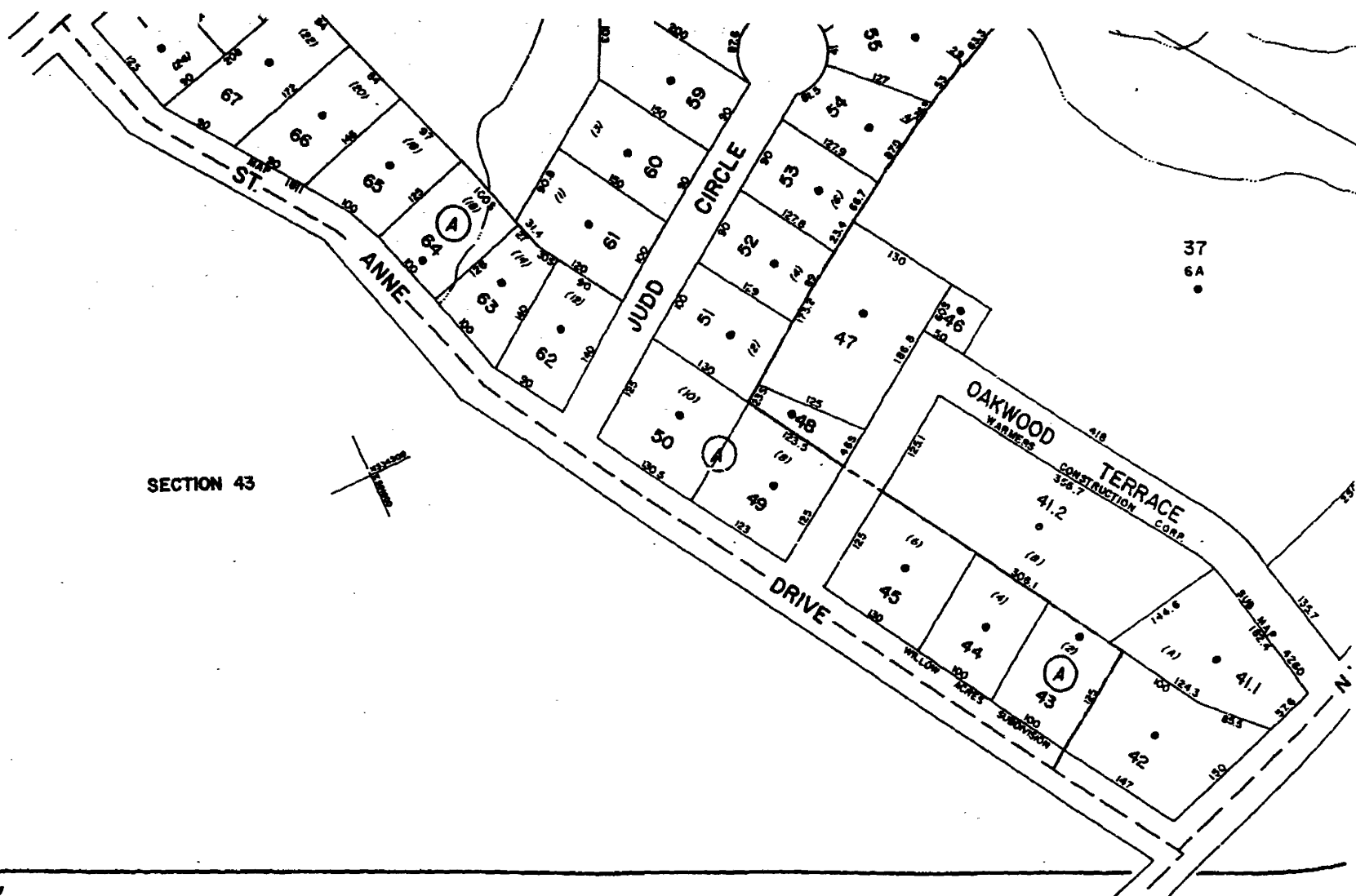
6 ft

TRW-REM
1-800-345-7334



SCALE IN 1/10 OF AN INCH





SECTION 43

Prepared by

AERO SERVICE CORPORATION
A DIVISION OF LITTON INDUSTRIES
4800 WILSON BLVD. PHILADELPHIA, PA. 19131



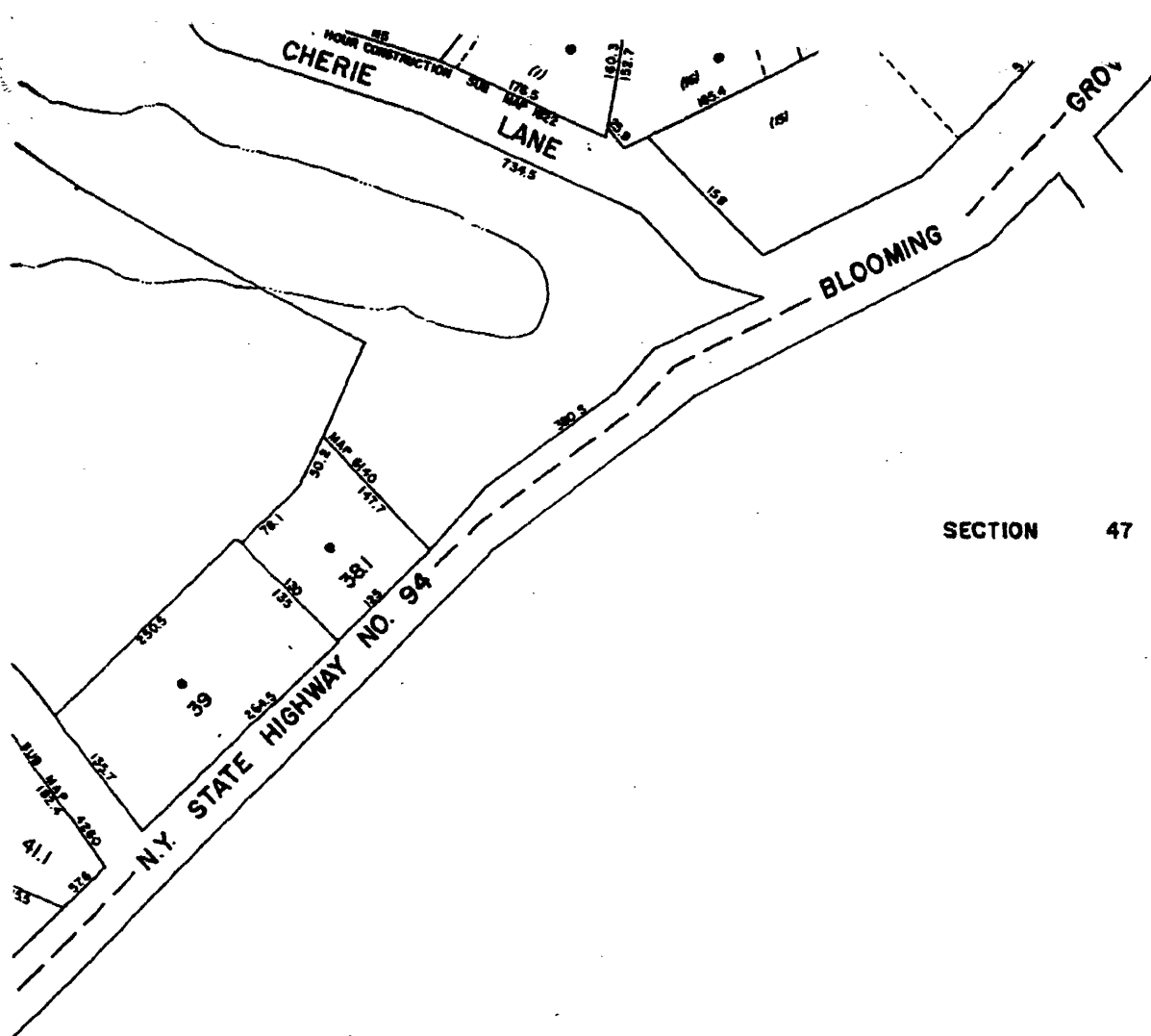
FOR TAX PURPOSES ONLY
NOT TO BE USED FOR CONVEYANCE

LEGEND

STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO. 32	FILED PLAN BLOCK NO.
CITY TOWN OR VILLAGE LINE	EASEMENT LINE	TAX MAP PARCEL NO. 41.2	FILED PLAN LOT NO.
BLACK & SECTION LINE	MATCH LINE	AREAS (Deed) 11.1A, (Colored) 11.6 AC	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS (Deed) as (Sched) 720	COUNTY HIGHWAYS
PROPERTY LINE			TOWN ROADS

SECTION 41

SECTION 47



ALL NEWBURGH SCHOOL DISTRICT
ALL VAILS GATE FIRE DISTRICT

PLAN BLOCK NO.	14-34-32
PLAN LOT NO.	14-34-32
ROADWAYS	N.Y. STATE HWY. NO. 17
TY HIGHWAYS	COUNTY HWY. NO. 4
ROADS	TOWN NO. 1

ORANGE COUNTY-NEW YORK

Photo No: 14-34-32 Date of Map: 9-24-67
Date of Photo: 3-1-65 Date of Revision: 3-1-94

Scale: 1" = 100'

TOWN OF NEW WINDSOR

Section No. 44

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

98-12

Date: April 15, 1998

- I. ✓ Applicant Information: 914-562-5090
- (a) Oakwood Terrace Housing Corp. 207 Lake Drive, Newburgh, NY
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance fence ☐ Interpretation

III. ✓ Property Information:

- (a) R-5 10 Oakwood Terrace, New Windsor, 44-1-37 6:00 acres
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? Residential & Commercial
- (c) Is a pending sale or lease subject to ZBA approval of this application? N/A.
- (d) When was property purchased by present owner? August 1983
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No.
If so, when? _____.
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No.
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: No
- _____

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal) _____
- _____

N/A
 (b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes _____ No _____.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-14-C-1, Table of N/A Regs., Col. N/A.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area <u>N/A</u>	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
 Reqd. Side Yd. _____	 _____	 _____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
 Min. Floor Area* _____	 _____	 _____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: *N/A*

(a) Variance requested from New Windsor Zoning Local Law, Section _____, _____ Regs.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign ..	_____	_____	_____
Sign 3	_____	_____	_____
Sign	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. *N/A*

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

(b) Variance: Granted (____) Denied (____)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC
HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF
APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

**ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK**

In the Matter of the Application for Variance of

Oakwood Terrace Housing Corp.,
Applicant.

#78-12

**AFFIDAVIT OF
SERVICE BY
MAIL**

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, Windsor, N. Y. 12553.

That on Apr. 29, 1998, I compared the 72 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

**Sworn to before me this
27th day of April, 1998.**

Mary Ann Hotaling
Notary Public

**MARY ANN HOTALING
Notary Public, State of New York
No. 01H05062877
Qualified in Orange County
Commission Expires July 8, 1998**

Pb. publish immediately. Send bill to Applicant at below address.

PUBLIC NOTICE OF HEARING

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 12

Request of Oakwood Terrace Housing Corp.

for a VARIANCE of the Zoning Local Law to Permit:

Six foot (6') high fence on the front of the property

being a VARIANCE of Section 48-14-C-1 [1] - Supp. Yard Regs.

for property situated as follows:

10 Oakwood Terrace, New Windsor, N.Y.

known and designated as tax map Section 44 **Blk.** 1, **Lot** 37.

SAID HEARING will take place on the 11th day of May, 1998 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James Nugent.
Chairman

By: Patricia A. Barnhart, Secy.

Date 4/27/98, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550

DATE			CLAIMED	ALLOWED
4/17/98	2BA Mtg (Denise Provenick)		75 00	
	Misc - 3			
	Bagarozzi - 4			
	Kressberg - 4 18.00			
	Coloni - 3			
	Beddings - 18			
	Simon - 4			
	Miele - 6			
	<u>42</u>		189 00	
	<i>James Vincent</i>		264 00	

KREISBERG, GERALD

MR. NUGENT: Request for 1 ft. maximum structure height to construct a 5 ft. fence in variation of Section 48-14 fence between principal building and street at Oakwood Terrace located off Route 94 in an R-5 zone.

Mr. Gerald Kreisberg appeared before the board on this proposal.

MR. KREISBERG: I'm here on behalf of the board of Oakwood Terrace.

MS. BARNHART: Your name, please.

MR. KREISBERG: Gerald Kreisberg. Over the last couple of years it's become quite the thing to drive down Oakwood Terrace with air gun or BB gun or something and shoot out the windows of the cars parked along that side of the parking lot. If you would go up there right now, you would find that there might be four or five cars parked in a strip that accommodates 30 cars because people are hesitant. The last time this happened, four cars were damaged one time about three months ago. And that's the reason for the fencing. We started with a four-foot high fence, and it was obvious that that wasn't high enough. So I took the four and I brought it up to five leaving space at the bottom. I mean a five foot fence of course we built. But it's obvious to me now that even a five isn't going to do it. So even though I requested a five, I'm going to ask you for permission to put up the six foot fence.

MR. KANE: Where is the fence on the property?

MR. KREISBERG: There isn't any fence at all. This is Oakwood Terrace running all the way down the length of the property. And right now all we have is grass with about four or five trees in there. And cars would be parking, well, you can see the top of my car that I park on top of this fence, and it's 300 feet long.

MR. KANE: Michael, doesn't the Town allow for a five-foot fence?

MR. BABCOCK: No, four foot in a front yard.

MR. KANE: Front yard.

MR. BABCOCK: That's the problem. They did hire B & J

Fencing, and he did install a four foot fence.

MR. KRIEGER: Correct.

MR. NUGENT: Stockade?

MR. BABCOCK: Yeah, it's a cedar stockade type and they realized it wasn't high enough, so they put a section of six foot fence up. I talked to Joe from B & J Fencing, and they realized that they would need that to serve the purpose for protecting the cars.

MR. KANE: So first things first, we're changing the one foot request to a two foot request.

MR. BABCOCK: That's correct.

MR. NUGENT: But it's also 300 feet long? It's not just one foot high, it's 300 feet long.

MR. KREISBERG: Yeah, it's the entire length of the --

MR. KANE: Does it in any way obstruct the view for traffic getting in and out of the parking lot?

MR. KREISBERG: No, not at all. As you're leaving the project, as Michael knows, you would make a left-hand turn to Route 94, the fence isn't on that side at all. It's strictly between the two entrances.

MR. KANE: Okay.

MR. KREISBERG: So it would not obstruct any view in making a turn onto Route 94.

MR. TORLEY: You're asking for a six foot high, 300 foot long fence.

MR. NUGENT: They're amending four foot high, 300 foot fence.

MR. BABCOCK: On the back of the building permit application, you can see the parking lot. What they're trying to do is screen the parking lot.

MR. KREISBERG: Just protect the cars. Nobody really wants the fence, and nobody wants to spend the money for the fence, but there's 30, 35 spaces that nobody wants to use because this is so prevalent. Two of the New Windsor officers live in Oakwood, both of the their

windshields were blown out.

MR. TORLEY: That probably wasn't a coincidence.

MR. KREISBERG: There were three or four others the same night. They took out about five cars.

MR. KANE: So there are numerous instances on the records about this?

MR. KREISBERG: Over the years, over and over again.

MS. BARNHART: Where is the paperwork? I just have to change the number.

MR. REIS: Correct me if I'm wrong, this is going to be quite a bit back off of Oakwood Terrace as well?

MR. KREISBERG: Back as far as we can go, but really, that's all we've got is that median which is about five or six feet wide and there's a grass strip running all the way down alongside of it, and it would be in the middle of that strip.

MR. TORLEY: That is -- we have no trouble with setback from the road as far as --

MR. BABCOCK: It's on their property and the fence ordinance says anywhere on your property. It's on their property. They don't want to put it right up tight to the parking lot because the car bumpers would hit and destroy it. So they want to stay -- basically it's about a six foot median, they want to stay in the middle of that.

MS. OWEN: My only question because, you know, the state frequently will say it owns so far to the middle and they'll be going four feet --

MR. BABCOCK: They're on their property with the fence.

MR. KREISBERG: No problem that way at all because it's a town road. Oakwood Terrance is a town road and we maintain the grass there.

MR. TORLEY: This sounds like a regrettable necessity. My only suggestion to you, if can you consider also putting some plantings in front of the fence?

MR. KREISBERG: Well, if it looks bad, I certainly will

go to the board.

MR. NUGENT: Well, I think the fence is attractive enough.

MS. OWEN: Think years. Five years.

MR. KREISBERG: No one went for the cheapest fence.

MR. TORLEY: B & J does a good job on their fences.

MR. NUGENT: Are there any more questions?

MR. TORLEY: Mr. Chairman, will you accept a motion on this?

MR. NUGENT: Yes, I will.

MR. TORLEY: I move that we set up Mr. Kreisberg representing the board of Oakwood Terrace for his request for public hearing on the fence.

MS. OWEN: I second.

ROLL CALL

MS. OWEN	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. KRIEGER: If you would take those. Those are the criteria that the state has determined that the zoning board of appeals on which they must decide. If you would address yourself to those when you make your presentation, that would be helpful.

MR. KREISBERG: Thank you.



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (914) 563-4631
Fax: (914) 563-4693

Assessors Office

April 20, 1998

Oakwood Terrace Housing Corp.
207 Lake Dr.
Newburgh, NY 12550

Re: Tax Map Parcel #44-1-37

Gentlemen:

According to our records, the attached lists of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$95.00, minus your deposit of \$25.00.

Please remit the balance of \$70.00 to the Town Clerk's office.

Sincerely,

LESLIE COOK
Sole Assessor

/po
Attachments

cc: Tim Doherty, ZBA

VSH Realty Inc. VO732
777 Dedham St.
Canton, MA 02021

Forge Hill Gardens
c/o Garnet Management Co., Inc.
333 North Broadway
Jericho, NY 11753

Foxwood Associates
c/o Anthony P. Costa
1200 Stony Brook Court
Newburgh, NY 12550

Hughes, Michael
19 St. Anne Dr.
New Windsor, NY 12553

DiGiovanni, Kim Meri &
Masciola, Philip A. Jr.
17 St. Anne Dr.
New Windsor, NY 12553

Wotton, Gerald R. & Joyce M.
15 St. Anne Dr.
New Windsor, NY 12553

Young, Russell & Nancy E.
13 St. Anne Dr.
New Windsor, NY 12553

Lundgren, Gary T. & Eileen A.
11 St. Anne Dr.
New Windsor, NY 12553

Specht, Robert J.
9 St. Anne Dr.
New Windsor, NY 12553

Littier, Stephen T., Jr.
7 St. Anne Dr.
New Windsor, NY 12553

Wickline, William & Vera
5 St. Anne Dr.
New Windsor, NY 12553

Wright, James C. & Doralies
3 St. Anne Dr.
New Windsor, NY 12553

Inkeles, Brian
1 St. Anne Dr.
New Windsor, NY 12553

Brady, Robert J. & Alice E.
404 Blooming Grove Tpke.
New Windsor, NY 12553

Panella, Grace
PO Box 573
Vails Gate, NY 12584

Dineen, Linda A.
4 Hearthstone Way
New Windsor, NY 12553

Murphy, Robert F. & Andrea J.
6 Hearthstone Way
New Windsor, NY 12553

Ely, James R.
8 Hearthstone Way
New Windsor, NY 12553

Schwartz, Anita
10 Hearthstone Way
New Windsor, NY 12553

Gayton, Richard
20 Cherrie Lane
New Windsor, NY 12553

Graham, John H. & Elaine W.
65 Forest Hill Rd.
New Windsor, NY 12553

Sager, Stephen R. & Bernadette
67 Forest Hill Rd.
New Windsor, NY 12553

Koehler, Henry F.
PO Box 348
Nyack, NY 10960

Massi, James & Maria
41 Forest Hill Rd.
New Windsor, NY 12553

Remine, Douglas G. & Dorian
47 Forest Hill Rd.
New Windsor, NY 12553

Protter, Gerald & Renee
14 Cherrie Lane
New Windsor, NY 12553

Woodson, Patrick & Muriel
16 Cherrie Lane
New Windsor, NY 12553

Coplan, Karen
18 Cherrie Lane
New Windsor, NY 12553

Guerra, Adelino A. &
O'Connor, John J.
D/B/A O'Connor & Guerra Realty
504 Balmoral Circle
New Windsor, NY 12553

Oakwood Mall, Inc.
c/o Victor Meisels
4 Fillmore Ct., #301
Monroe, NY 10950

Wellback Properties, Inc.
110 Moffat Rd.
Washingtonville, NY 10992

Warmers Construction Corp.
17 Tenbroeck Lane
Newburgh, NY 12550

Bowles, Albert C. & Nancy
8 St. Anne Dr.
New Windsor, NY 12553

Grogan, Michael D. & Benevenuto
10 St. Anne Dr.
New Windsor, NY 12553

Pizzonia, Rudolph I. &
Mary Ann & Anthony F. & Henry V.
RR1, Box 686, Horton Rd.
Westtown, NY 10998

Kril, Miro P. & JoAnn Poquette
2 St. Anne Dr.
New Windsor, NY 12553

Horan, Kevin M. & Lisa M.
4 St. Anne Dr.
New Windsor, NY 12553

Frost, John R. & Veronica L.
6 St. Anne Dr.
New Windsor, NY 12553

Warmers, Fredric J.
17 Tenbroeck Lane
Newburgh, NY 12550

Reyes, Andres & Carlotta & Sixto
2 Judd Circle
New Windsor, NY 12553

Pita, Jose R. & Agostinha
4 Judd Circle
New Windsor, NY 12553

Schisano, Robert
2 Tudor City Pl #1AN
New York, NY 10017

Fields, James R. & Charlotte A.
8 Judd Circle
New Windsor, NY 12553

Cocchia, Nicholas A. & Beverly L.
10 Judd Circle
New Windsor, NY 12553

Trotta, Nicholas M.
21-SB Bloomingdale Dr.
Somerville, NJ 08876

Barrett, Eversley Earl & Virginia D.
9 Judd Circle
New Windsor, NY 12553

Town of New Windsor
555 Union Ave.
New Windsor, NY 12553

Perrego, Virginia M.
7 Judd Circle
New Windsor, NY 12553

Critton, Dennis J. & Stephanie I.
5 Judd Circle
New Windsor, NY 12553

Homoth, Edward C. & Anne Marie
3 Judd Circle
New Windsor, NY 12553

Heft, Lincoln Roy A. Jr. & Stephanie
1 Judd Circle
New Windsor, NY 12553

Brennan, Theresa P.
12 St. Anne Dr.
New Windsor, NY 12553

Komonchak, John T. & Elizabeth
14 St. Anne Dr.
New Windsor, NY 12553

Hovey, Richard A. & Patricia M.
16 St. Anne Dr.
New Windsor, NY 12553

Terwilliger, Richard L.
18 St. Anne Dr.
New Windsor, NY 12553

Harrison, Peter A. & Jean M.
60 Forest Hill Rd.
New Windsor, NY 12553

X

Pacione, Mark
48 Forest Hill Rd.
New Windsor, NY 12553

X

Koppel, Carolyn R.
54 Forest Hill Rd.
New Windsor, NY 12553

X

Vega, Michele R. Winchester
339 Blooming Grove Tpke.
New Windsor, NY 12553

X

Carione, John & Louise
333-335 Blooming Grove Tpke.
New Windsor, NY 12553

X

Konkol, Jacqueline A.
329 Blooming Grove Tpke.
New Windsor, NY 12553

X

Mullarkey, Peter J. & Elizabeth
325 Blooming Grove Tpke.
New Windsor, NY 12553

X

Varghese, Sebastian &
Kutty, Grace
323 Blooming Grove Tpke.
New Windsor, NY 12553

X

Policano, Sam, Jr.
319 Blooming Grove Tpke.
New Windsor, NY 12553

X

Tabasco, John & Barbara
315 Blooming Grove Tpke.
New Windsor, NY 12553

X

Dayton, Jean Marie &
Volpe Joann &
Honkus, Lucille Rose
262 Frozen Ridge Rd.
Marlboro, NY 12542

X

Martino, Ricky J. & Paula
11 Buttonwood Dr.
New Windsor, NY 12553

Mazzocki, Donald J. & Betty Mary
7 Buttonwood Dr.
New Windsor, NY 12553

Abbruscato, John F. & Marie
5 Buttonwood Dr.
New Windsor, NY 12553

Matthew Brower Hunt Supplemental Needs Trust
c/o Bank of New York
48 Wall St., 9th Floor
New York, NY 10286

Bell, Dwayne, E.
190 Caesars Lane
New Windsor, NY 12553

Kuo, Livingstone E. & Susan
102 Shaker Ct., No.
New Windsor, NY 12553

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

98-12.

Date: April 15, 1998

I. ✓ Applicant Information:

914-562-5090

- (a) Oakwood Terrace Housing Corp. 207 Lake Drive, Newburgh, NY
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance fence ☐ Interpretation

III. ✓ Property Information:

- (a) R-5 10 Oakwood Terrace, New Windsor, 44-12372 6:00 acres
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? Residential & Commercial
- (c) Is a pending sale or lease subject to ZBA approval of this application? N/A
- (d) When was property purchased by present owner? August 1983
- (e) Has property been subdivided previously? No
- (f) Has property been subject of variance previously? No
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? No
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: No
- _____

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow:
(Describe proposal) _____
- _____

N/A
 (b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes _____ No _____.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-14-C-1, Table of N/A Regs., Col. N/A.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area <u>N/A</u>	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: *N/A*

(a) Variance requested from New Windsor Zoning Local Law, Section _____, _____ Regs.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign	_____	_____	_____
Sign 3	_____	_____	_____
Sign	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. *N/A*

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

(b) Variance: Granted (____) Denied (____)

(c) Restrictions or conditions: _____

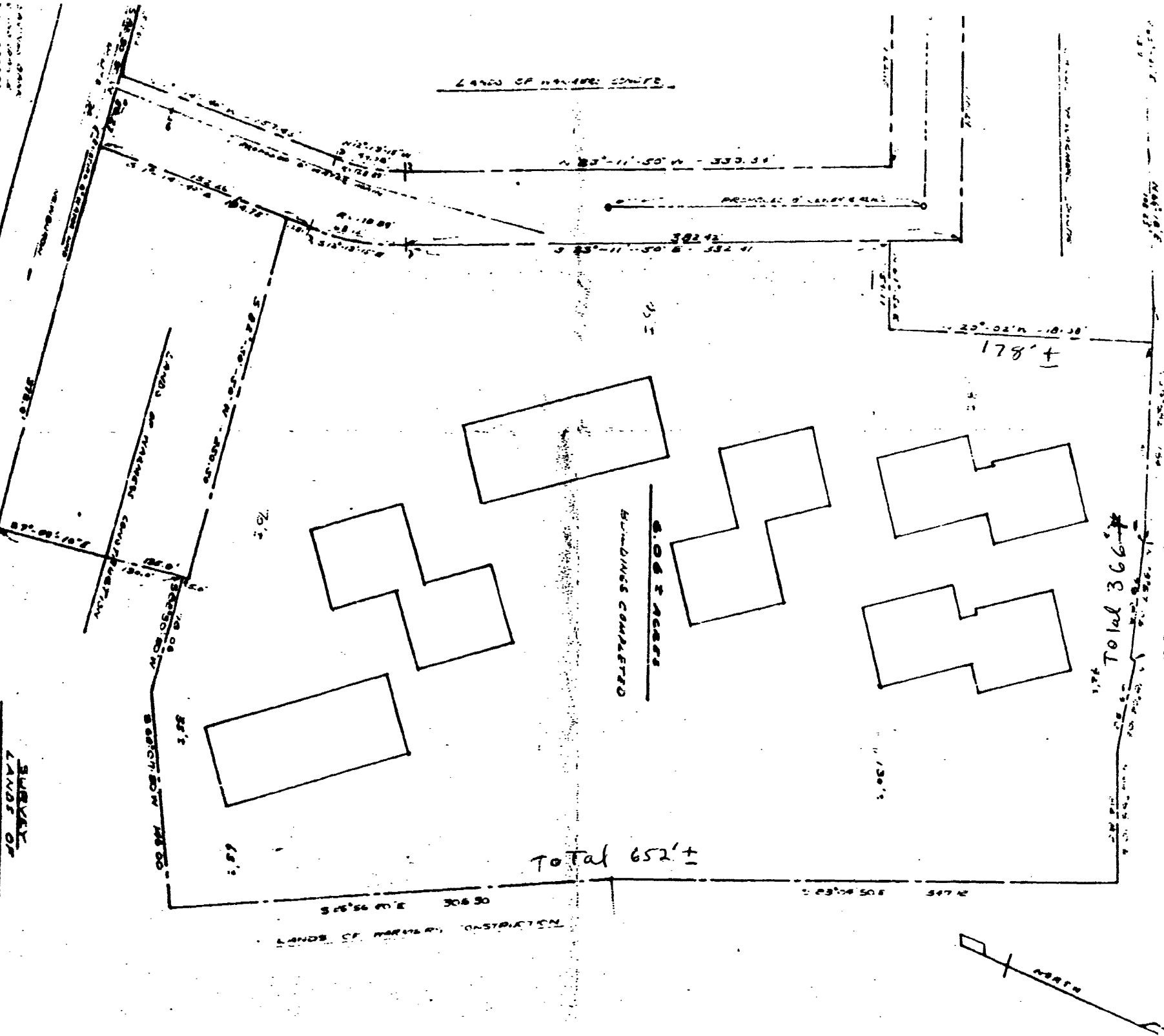
NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

SECTION 94
 OF THE
 TOWN OF
 NEWBURGH
 COUNTY OF
 SULLY
 STATE OF
 NEW YORK

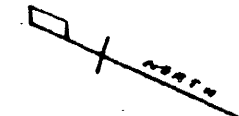
SUBJECT
 LAND OF
 ROUTE 94 CORPORATION

SECTION 94
 OF THE
 TOWN OF
 NEWBURGH
 COUNTY OF
 SULLY
 STATE OF
 NEW YORK



Total 652'±

Total 366'



2252 PC 972
LIBER 2252 PC 968

Standard N.Y.B.T.U. Form 8002-2-73-Bargain and Sale Deed with Covenant against Grantor's Acts-Individual or Corporation (single sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT-THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

82-8C-24755

THIS INDENTURE, made the 24th day of May nineteen hundred and eighty three

BETWEEN ROUTE 94 ASSOCIATES, 207 Lake Drive, Newburgh, New York

party of the first part, and OAKWOOD TERRACE HOUSING CORPORATION
% RAPHAEL & MARCUS, ESQS. 551 Fifth Avenue, New York, N.Y.

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE ATTACHED DESCRIPTION MADE A PART HEREOF, CONSISTING OF
THREE PAGES AS SET FORTH IN LAWYERS TITLE INSURANCE CORP.
REPORT OF TITLE #U-18084.

SUBJECT TO a first mortgage held by The Dime Savings Bank of Brooklyn, in the original amount of \$1,070,000.00, dated December 14, 1965, now reduced, and a Purchase Money Wrap Around mortgage in the amount of \$3,200,000.00. Liber 1466 page 1071

ved.
dated and was made prior to 5/1/83.

CLERK

Murphy

Letter of approval from the N.Y.S Dept. of Taxation & Finance received
Contract of
5/25/83 Murion S. Macgregor
Murion S.

SUBJECT TO encroachments, easements and rights of way of record, if any.

TOGETHER with all right, title and interest, if any, of the party of the first part of, in and to any streets and roads abutting the above-described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Murion S. Macgregor

ROUTE 94 ASSOCIATES

BY: Gerald Kreisberg
GERALD KREISBERG

8525 015

STATE OF NEW YORK, COUNTY OF ORANGE

SS:

STATE OF NEW YORK, COUNTY OF

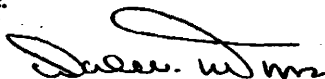
SS:

On the 24th day of May 19 83, before me personally came GERALD KREISBERG

On the day of 19 , before me personally came.

A partner of Rouse 94 Avenue
to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.



DONALD W. MIRRO
Notary Public, State of New York
Appointed in Orange County
Commission Expires March 30, 19⁸⁵

STATE OF NEW YORK, COUNTY OF

SS:

STATE OF NEW YORK, COUNTY OF

SS:

On the day of 19 , before me personally came
to me known, who, being by me duly sworn, did depose and say that he resides at No.

On the day of 19 , before me personally came
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he is the
of

that he knows

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

ROUTE 94 ASSOCIATES

TO
OAKWOOD TERRACE HOUSING CORPORATION

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS
Distributed by



american title insurance company
north east region

A Member of The Continental Insurance Companies

SECTION
BLOCK
LOT
COUNTY OR TOWN

Recorded At Request of American Title Insurance Company
RETURN BY MAIL TO:

MURRAY KRISHNAN
MURRAY KRISHNAN
39-01 MAIN STREET
FLUSHING, NEW YORK 11354

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECEIVED
24 MAY 25 1983
REAL ESTATE
TRANSFER TAX
ORANGE
COUNTY

Orange County Clerk's Office, S.S.
Recorded on the 25th day
of May 1983 at 9:00
o'clock M. in Liber 225-7
..... at page 148.
and Examined.

Marion J. Murphy

4656.8
13-

DESCRIPTION

ALL that certain tract of land lying and being in the Town of New Windsor, County of Orange and State of New York, being more particularly described as follows:

BEGINNING at a point in the land of Warmers Construction Corporation, said point of beginning being located the following courses and distances from the southeast corner of land of Phillips Petroleum Company:- north 82 degrees 50 minutes 50 seconds east 107.89 feet and north 1 degree 14 minutes 40 seconds west 134.75 feet; thence from said point of beginning and on a tangent, north 1 degree 14 minutes 40 seconds west 17.51 feet to a point of curvature; thence on a curve to the left, having a radius of 178.89 feet, to a point as defined by the chord north 12 degrees 13 minutes 15 seconds west 68.12 feet to a point of tangency; thence on a tangent, north 23 degrees 11 minutes 50 seconds west 332.41 feet to a point; thence north 67 degrees 52 minutes east 59.77 feet to a point; thence north 20 degrees 02 minutes west 181.38 feet to a point; thence north 69 degrees 58 minutes east 130.11 feet to a point; thence south 16 degrees 29 minutes east 0.45 feet to a point; thence north 73 degrees 57 minutes 10 seconds east 79.88 feet to a point; thence north 9 degrees 53 minutes west 2.91 feet to a point; thence north 78 degrees 04 minutes 10 seconds east 63.32 feet to a point; thence north 66 degrees 55 minutes 10 seconds east 84.82 feet to a point; thence south 23 degrees 04

DESCRIPTION CONTINUED

LIBER 2252 pg 970

minutes 50 seconds east 347.12 feet to a point; thence south 25 degrees 56 minutes 20 seconds east 305.30 feet to a point; thence south 62 degrees 07 minutes 50 seconds west 146.0 feet to a point; thence south 82 degrees 50 minutes 50 seconds west 78.06 feet to a point; thence north 7 degrees 09 minutes 10 seconds west 5.0 feet to a point; thence south 82 degrees 50 minutes 50 seconds west 250.50 feet to the point of beginning.

TOGETHER with a right of way for ingress and egress and for the installation and maintenance of water and sewer lines which was given to the Route 94 Corporation by deed from Warmers Construction Corporation, dated December 6, 1965, recorded in the Orange County Clerk's Office December 8, 1965 in Book 1732, Page 73 on the following described premises to wit:

ALL that certain lot, piece or parcel of land situate in the Town of New Windsor, County of Orange, State of New York, and being more accurately bounded and described as follows:

BEGINNING at a point in the northerly line of Route 94, said point of beginning being located north 82° 50' 50" east 57.62' from the southeast corner of lands of Phillips Petroleum Corporation; thence from said point of beginning and along the westerly line of said proposed road, and through lands of now or formerly Warmers Construction, north 1° 14' 40" West 157.43' to a point of curvature; thence on a curve to the left having a radius of 128.89' to a point as established by the chord, north 12° 13' 15" west 49.08' to a point of tangency; thence on a tangent,

DESCRIPTION CONTINUED

north $23^{\circ} 11' 50''$ west 333.34' to an angle point; thence south $67^{\circ} 52'$ West 122.15' to a point, said point being in the line of lands of Schoonmaker Brothers; thence continuing on the same line and along the line of lands of Schoonmaker Brothers, south $67^{\circ} 52'$ west 125.0' to a point in the easterly line of St. Anne Drive; thence along the easterly line of St. Anne Drive, north $21^{\circ} 03' 20''$ west 50.0' to a point, said point being in the line of lands of Schoonmaker Brothers; thence along the lands of Schoonmaker Brothers and along the line of lands of others, north $67^{\circ} 52'$ east 295.29' to a point; thence along the westerly line of lands of Route 94 Corp. in part, south $23^{\circ} 11' 50''$ east 382.42' to a point of curvature; thence on a curve to the right having a radius of 178.89' to a point as established by the chord, south $12^{\circ} 13' 15''$ east 68.12' to a point of tangency; thence still along the line of lands of Route 94 Corp. and along the line of lands now or formerly of Warmers Construction, south $1^{\circ} 14' 40''$ east 152.26' to a point in the northerly line of Route 94; thence along the northerly line of Route 94, south $82^{\circ} 50' 50''$ west 50.27' to the point of beginning.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

POLICY OF TITLE INSURANCE SCHEDULE A

AMOUNT

\$ 4,646,000.00

DATE OF ISSUE

May 24, 1983

NAME OF INSURED

OAKWOOD TERRACE HOUSING CORPORATION

The estate or interest insured by this policy is fee simple

vested in the insured by means of deed from Route 94 Associates, dated May 24, 1983,
recorded May 25, 1983 in Liber 2252 page 968.

The premises in which the insured has the estate or interest covered by this policy

SEE DESCRIPTION ATTACHED

Countersigned:

Donald W. Minto

Authorized Officer or Agent

Issued at

GOSHEN, NEW YORK

82 BC 24755

Page 1 of Sched. A—Pol. No.

G 8059

ORIGINAL

POLICY OF TITLE INSURANCE
Lawyers Title Insurance Corporation
NATIONAL HEADQUARTERS RICHMOND, VIRGINIA

LAWYERS TITLE INSURANCE CORPORATION, in consideration of the payment of its premium for insurance insures the insured named in Schedule A against all loss or damage not exceeding the amount of insurance stated in Schedule A and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby, or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the existing interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions and not otherwise.

IN WITNESS WHEREOF, the Company has caused this policy to be signed and sealed, to be valid when Schedule A is countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

®

Lawyers Title Insurance Corporation*Robert C. Dawson*

President

Attest:

Roy Smith

Secretary.



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Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS — RICHMOND, VIRGINIA

POLICY OF TITLE INSURANCE

SCHEDULE B

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any non-compliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to by or with the privity of the insured.
5. Title to any property beyond the lines of the premises or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
7. The exact acreage of the premises herein will not be insured.
8. Grant in Liber 1734 page 889.
9. Survey made by Eustance & Horowitz, dated December 22, 1964 last revised September 29, 1966 and updated inspection made May 6, 1982 shows 6 apartment buildings and the following: (1) macadam parking area; (2) shed; (3) inground pool with shed and fence.
10. Rights, if any, in favor of any electric, light or telephone company to maintain guy wires, extending from said premises to poles located on the roads on which the premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
11. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same.
12. Mortgage made by Route 94 Corp., with The Dime Savings Bank of Brooklyn, in the amount of \$1,070,000.00, dated December 14, 1965, recorded January 3, 1966 in Liber 1466 page 1071.
13. Subordinate mortgage made by Oakwood Terrace Housing Corporation with Route 94 Associates, dated May 24, 1983, recorded May 25, 1983 in Liber 1868 page 575 in the amount of \$3,200,000.00.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS — RICHMOND, VIRGINIA

CONDITIONS OF THIS POLICY

Section One. Definitions.

(a) Wherever the term "insured" is used in this policy it includes those who succeed to the interest of the insured by operation of law including, without limitation, heirs, distributees, devisees, survivors, personal representatives, next of kin or corporate successors, as the case may be, and those to whom the insured has assigned this policy, where such assignment is permitted by the terms hereof, and whenever the term "insured" is used in the conditions of this policy it also includes the attorneys and agents of the "insured."

(b) Wherever the term "this company" is used in this policy it means Lawyers Title Insurance Corporation.

(c) Wherever the term "final determination" or "finally determined" is used in this policy, it means the final determination of a court of competent jurisdiction after disposition of all appeals or after the time to appeal has expired.

(d) Wherever the term "the premises" is used in this policy, it means the property insured herein as described in Schedule A of this policy including such buildings and improvements thereon which by law constitute real property.

(e) Wherever the term "recorded" is used in this policy it means, unless otherwise indicated, recorded in the office of the recording officer of the county in which property insured herein lies.

Section Two. Defense and Prosecution of Suits

(a) This company will, at its own cost, defend the insured in all actions or proceedings founded on a claim of title or incumbrance not excepted in this policy.

(b) This company shall have the right and may, at its own cost, maintain or defend any action or proceeding relating to the title or interest hereby insured, or upon or under any covenant or contract relating thereto, which it considers desirable to prevent or reduce loss hereunder.

(c) In all cases where this policy requires or permits this company to prosecute or defend, the insured shall secure to it the right and opportunity to maintain or defend the action or proceeding, and all appeals from any determination therein, and give it all reasonable aid therein, and hereby permits it to use therein, at its option, its own name or the name of the insured.

(d) The provisions of this section shall survive payment by this company of any specific loss or payment of the entire amount of this policy to the extent that this company shall deem it necessary in recovering the loss from those who may be liable therefor to the insured or to this company.

Section Three. Cases Where Liability Arises

No claim for damages shall arise or be maintainable under this policy except in the following cases:

(a) Where there has been a final determination under which the insured may be dispossessed, evicted or ejected from the premises or from some part or undivided share or interest therein.

(b) Where there has been a final determination adverse to the title, upon a lien or incumbrance not excepted in this policy.

(c) Where the insured shall have contracted in good faith in writing to sell the insured estate or interest, or where the insured estate has been sold for the benefit of the insured pursuant to the judgment or order of a court and the title has been rejected because of a defect or incumbrance not excepted in this policy and there has been a final determination sustaining the objection to the title.

(d) Where the insurance is upon the interest of a mortgagee and the mortgage has been adjudged by a final determination to be invalid or ineffectual to charge the insured's estate or interest in the premises, or subject to a prior lien or incumbrance not excepted in this policy; or where a recording officer has refused to accept from the insured a satisfaction of the insured mortgage and there has been a final determination sustaining the refusal because of a defect in the title to the said mortgage.

(e) Where the insured shall have negotiated a loan to be made on the security of a mortgage on the insured's estate or interest in the premises and the title shall have been rejected by the proposed lender and it shall

have been finally determined that the rejection of the title was justified because of a defect or incumbrance not excepted in this policy.

(f) Where the insured shall have transferred the title insured by an instrument containing covenants in regard to title or warranty thereof and there shall have been a final determination on any of such covenants or warranty, against the insured, because of a defect or incumbrance not excepted in this policy.

(g) Where the insured estate or interest or a part thereof has been taken by condemnation and it has been finally determined that the insured is not entitled to a full award for the estate or interest taken because of a defect or incumbrance not excepted in this policy.

No claim for damages shall arise or be maintainable under this policy

(1) If this company, after having received notice of an alleged defect or incumbrance, removes such defect or incumbrance within thirty days after receipt of such notice; or (2) for liability voluntarily assumed by the insured in settling any claim or suit without the written consent of this company.

Section Four. Notice of Claim

In case a purchaser or proposed mortgage lender raises any question as to the sufficiency of the title hereby insured or in case actual knowledge shall come to the insured of any claim adverse to the title insured hereby, or in case of the service on or receipt by the insured of any paper, or of any notice, summons, process or pleading in any action or proceeding, the object or effect of which shall or may be to impugn, attack or call in question the validity of the title hereby insured, the insured shall promptly notify this company thereof in writing at its main office and forward to this company such paper or such notice, summons, process or pleading. Delay in giving this notice and delay in forwarding such paper or such notice, summons, process or pleading shall not affect this company's liability if such failure has not prejudiced and cannot in the future prejudice this company.

Section Five. Payment of Loss

(a) This company will pay, in addition to the loss, all statutory costs and allowances imposed on the insured in litigation carried on by this company for the insured under the terms of this policy. This company shall not be liable for and will not pay the fees of any counsel or attorney employed by the insured.

(b) In every case where claim is made for loss or damage this company (1) reserves the right to settle, at its own cost, any claim or suit which may involve liability under this policy; or (2) may terminate its liability hereunder by paying or tendering the full amount of this policy; or (3) may, without conceding liability, demand a valuation of the insured estate or interest, to be made by three arbitrators or any two of them, one to be chosen by the insured and one by this company, and the two thus chosen selecting an umpire. Such valuation, less the amount of any incumbrances on said insured estate and interest not hereby insured against, shall be the extent of this company's liability for such claim and no right of action shall accrue hereunder for the recovery thereof until thirty days after notice of such valuation shall have been served upon this company, and the insured shall have tendered a conveyance or assignment of the insured estate or interest to this company or its designee at such valuation, diminished as aforesaid. The foregoing option to fix a valuation by arbitration shall not apply to a policy insuring a mortgage or leasehold interest.

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this company under this policy shall reduce the amount hereof pro tanto except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2), if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

CONDITIONS AND STIPULATIONS—CONTINUED

Section Six. Co-Insurance and Apportionment

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the Company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the Company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such action or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing co-insurance provisions shall not apply to any loss arising out of a lien or incumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such co-insurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a pro rata basis as if this policy were divided pro rata as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" and "(b)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgagor.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

Section Seven. Assignment of Policy

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of this company filed with the Superintendent of

Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstances provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

Section Eight. Subrogation

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee, this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

Section Nine. Misrepresentation

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

Section Ten. No Waiver of Conditions

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

Section Eleven. Policy Entire Contract

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

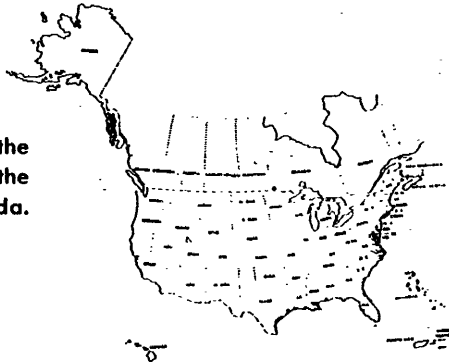
Section Twelve. Validation and Modification

This policy is valid only when duly signed by a validating officer or agent. Changes may be effected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or incumbrances, except real estate taxes, assessments, water charges and sewer rents.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS — RICHMOND, VIRGINIA

Service available throughout the
United States, Puerto Rico, the
U.S. Virgin Islands and Canada.

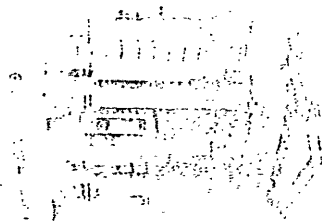


National Division, Branch and
Agency offices and Approved
Attorneys located throughout
the operating territory as shown
on the map.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS — RICHMOND, VIRGINIA

Policy of Title Insurance



C. J. POSTMACT CORP.
176 MAIN STREET
GOSHEN, N.Y. 10924
914 - 294 - 5428

Lawyers Title
Insurance Corporation

NATIONAL HEADQUARTERS — RICHMOND, VIRGINIA

A word of thanks to our insured.....

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title Insurance Corporation.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy or wish to contact us for any other reason, write to:

Consumer Affairs Department
Lawyers Title Insurance Corporation
P.O. Box 27567
Richmond, Virginia 23261